

(16) All of the buildings, transmitter, transmission and broadcast equipment used or useful in the operation of the Station and to be conveyed or leased to SlocuMedia are and will be as of the Closing Date in conformity with all building, zoning and other applicable laws and regulations. The Assets are and will be as of the Closing Date in good operating condition, and WBLP will operate the Station in compliance with all material applicable specifications of its license and all material applicable requirements of the Federal Communications Commission.

(17) In the event that, subsequent to the Closing Date, WBLP liquidates or terminates its existence, the partners of WBLP will assume all obligations, contingent or otherwise, of WBLP pursuant to this Agreement, as evidenced by their signatures on this Agreement.

(18) WBLP has no knowledge of any reason why the Federal Communications Commission or any other governmental body or agency would not approve of the transfer and sale contemplated pursuant to this Agreement.

B. SlocuMedia hereby warrants, represents and covenants that:

(1) It is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia, and it is duly qualified to acquire the properties to be purchased pursuant to this Agreement. A certificate from the State Corporation Commission showing that the corporation is in good standing will be presented to WBLP on the Closing Date.

(2) Scott Slocum is the President of SlocuMedia and has full power and authority to execute all documents required to be executed by him on behalf of SlocuMedia, and SlocuMedia will provide WBLP with a certified copy of the appropriate resolutions of its board of directors.

(3) SlocuMedia has full legal capacity to perform its obligations under this Agreement and is financially qualified to purchase the assets of WBLP to be sold and transferred in accordance with the rules and regulations of the FCC. SlocuMedia knows of no reason why it should not become the licensee of the Station, and between the date of this Agreement and the Closing Date, SlocuMedia will not take any action which would make it unqualified to become the licensee of the Station.

(4) This Agreement constitutes a valid and binding obligation of SlocuMedia in accordance with its terms. The documents to be executed and delivered to WBLP on the Closing Date pursuant to the terms of this Agreement will, when properly executed, be valid and binding obligations of SlocuMedia in accordance with the respective terms.

(5) The execution, delivery and consummation of this Agreement by SlocuMedia will not conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under, its Certificate of Incorporation or by-laws or any other agreements or instruments to which it is now subject.

(6) SlocuMedia will preserve the confidentiality of

all information which it receives from WBLP concerning WBLP's operation of the Station.

7. Survival of Representations, Warranties and Covenants

All representations, warranties and covenants contained herein shall survive the execution of this Agreement and the Closing.

8. Conditions Precedent to Closing

A. The parties acknowledge and agree that the Closing is expressly conditioned upon approval by the Federal Communications Commission and any other governmental body or agency having jurisdiction over the actions contemplated by the parties pursuant to this Agreement, including approval of the transfer to SlocuMedia or its nominee of the broadcasting rights and facilities for the Station. Upon execution of this Agreement, SlocuMedia shall apply for such approval and shall pursue such approval with diligence. Any filing with the Federal Communications Commission and grant fees shall be paid by SlocuMedia.

B. SlocuMedia's obligations pursuant to this Agreement are subject to the following conditions, one or more of which may be waived by SlocuMedia, at its sole option:

(1) There being no material adverse changes in the operations of the Station or its conditions, between the date of this Agreement and the Closing Date. For purposes of this Agreement, material adverse changes shall be defined as any one or more of the following events: (a) the occurrence of any

event which prevents the regular broadcast transmission of the Station for a continuous period of forty eight (48) hours or more; or (b) substantial destruction of the broadcast facilities by fire or other casualty in which event the parties are to be governed by the provisions of Section 9 below.

(2) WBLP's compliance with or performance of all of the terms, conditions and covenants of this Agreement to be complied with or performed by WBLP on or prior to the Closing Date.

(3) WBLP's delivery to SlocuMedia of the certificate of its general partner, dated as of the Closing Date, in the form and substance of Exhibit K, that the representations and warranties of WBLP contained in Section 6.A. are true and correct in all material respects.

(4) Delivery of WBLP of the Lease fully executed by all parties with any interest in the property affected by it.

C. WBLP's obligations pursuant to this Agreement are subject to the following conditions, one or more of which may be waived by WBLP, at its sole option:

(1) SlocuMedia's compliance with or performance of all of the terms, conditions and covenants of this Agreement to be complied with performed by SlocuMedia on or prior to the Closing Date.

(2) SlocuMedia's delivery to WBLP of the certificate of its President, dated the Closing Date, in the form and substance of Exhibit L, that the representations and warranties

of SlocuMedia contained in Section 6.B. are true and correct in all material respects.

9. Risk of Loss

The risk of any loss, damage or destruction to any of the Assets from fire, theft or other casualty or cause shall be borne by WBLP at all times prior to the Closing Date, and it shall be WBLP's responsibility to repair or cause to be repaired and restore the Assets to their condition prior to any such loss, damage or destruction. The proceeds of or any claim for any loss, payable under any insurance policy with respect thereto shall be used to repair, replace, or restore the Assets to their former condition. It is expressly understood and agreed that, in the event of any loss or damage to any of the Assets from fire, theft, casualty or other causes prior to the Closing Date, WBLP shall immediately notify SlocuMedia in writing. The notice shall specify with particularity the loss or damage incurred, its cause (if known or reasonably ascertainable), and the insurance coverage. In the event that the Assets are not completely repaired, replaced or restored on or before the Closing Date,

A. SlocuMedia, within ten (10) days of written notification by WBLP, at its sole option, may elect to postpone the Closing Date until such time as the Assets have been completely repaired, replaced or restored;

B. SlocuMedia and WBLP, by mutual agreement, may elect to consummate the closing and transfer the Assets in their then condition, in which event WBLP shall assign to SlocuMedia all

rights under any insurance covering the same and pay over to SlocuMedia all proceeds of insurance theretofore received covering the Assets involved and/or appropriate deductions from the Purchase Price shall be made therefrom; or

C. SlocuMedia, within ten (10) days of written notification by WBLP, may rescind this Agreement and declare it of no further force and effect, in which event there shall be no Closing, and this Agreement and all the terms and provisions of it shall be null and void.

10. Control of the Station.

Between the date of this Agreement and the Closing Date, SlocuMedia shall not directly or indirectly control, supervise or direct, or attempt to control, supervise or direct the operations of the Station; but such operations, including complete control and supervision of all programs, employees and station policy shall be the sole responsibility of WBLP.

11. Closing Date; Closing Fee and Costs.

A. It is anticipated that the transaction contemplated by this Agreement shall be consummated at a closing (the Closing) and that the Closing Date shall be not more than thirty (30) days after receipt of the final approval of the Federal Communications Commission for the transaction contemplated by this Agreement. In the event that the preparation of documents makes it impractical to complete the Closing within 30 days after receipt of the final approval described herein, the parties agree to conduct the Closing on a date as soon thereafter as possible, which date,

then, for the purpose of this Agreement, will be the Closing Date. In the event that the Closing does not occur on or before October 1, 1989, and the failure to effect the Closing is not a result of the breach of this Agreement by or the unreasonable delay of WBLP or SlocuMedia, then neither party shall have any further obligation under this Agreement of any claim for damages as a result of the Closing not having occurred. For purposes hereof, final approval of the Federal Communications Commission shall be deemed to mean an action by the Federal Communications Commission granting the assignment application, which order is no longer subject to a level of judicial or administrative review or reconsideration. Closing shall take place at the law offices of Alvin B. Marks, Jr., in Waynesboro, Virginia, at a time mutually agreeable, or at such other time and location as the parties may agree upon, at which time and place the parties shall execute and deliver to each other the documents, instruments and payments described in this Agreement.

B. Costs incident to the Closing such as recording taxes, and filing fees shall be paid by the parties as is customary under Virginia law. All taxes (including personal property taxes), rents, utilities, and insurance premiums on policies which SlocuMedia elects to continue shall be prorated as of Closing.

12. Indemnification

The parties agree that each party will indemnify the other against, and will hold the other harmless from, any and all

liabilities of the other of every kind and description, absolute and contingent, including, without being limited to, counsel fees, in connection with any action, claim, or proceeding related to such liabilities which shall arise or result from any breach of the representations, warranties and covenants set forth in Section 6. In addition WBLP will indemnify and hold SlocuMedia harmless at all times after the date of this Agreement with respect to any and all claims against WBLP, including, without limitation, all tax liabilities (including property tax liabilities for the year 1989 prior to the Closing Date) and all other liabilities with respect to or arising out of transactions entered into before the Closing Date except liabilities expressly assumed by SlocuMedia. WBLP will also indemnify and hold SlocuMedia harmless for any liabilities which SlocuMedia might incur as to claims that might be made by creditors of WBLP by reason of the parties' agreeing to waive the application of the Virginia Bulk Sales Law as provided in Section 14.

13. Brokerage and Other Commissions

The parties acknowledge that neither of them has used the services of a broker for this transaction. Each party will indemnify and hold harmless the other against and in respect of any and all claims for brokerage and other commissions relative to this transaction arising directly or indirectly from any action by said party in connection with the transactions contemplated hereunder.

14. Uniform Commercial Code -- Waiver of Compliance

SlocuMedia waives compliance by WBLP with the requirements of the Uniform Commercial Code of the State of Virginia relating to bulk transfers, to the extent applicable to the transactions contemplated hereby.

15. Announcement of Sale

There shall be no announcement of the transaction contemplated by this Agreement by WBLP or SlocuMedia until such time as this Agreement has been signed by all parties. In all events, the wording of any such announcement shall be agreed upon by both SlocuMedia and WBLP.

16. Covenant not to Compete

With the exception of W. Warren Coleman, Mary A. Coleman, and Florence R. Ayers, WBLP and each of its partners, as evidenced by their execution of this Agreement, agree, for a period of five years, not to engage, as an owner or employee or in any other capacity, in the business of operating a radio station broadcasting from Waynesboro, Staunton, or Augusta County, and, further agrees, for the same period of time, not to own any interest in any entity operating a radio station broadcasting from Waynesboro, Staunton, or Augusta County. This covenant shall be effective only for so long as SlocuMedia is actively engaged in the operation of the Station and is not assignable for the benefit of any other entity.

17. Miscellaneous

A. This Agreement shall be subject to and interpreted under the laws of the Commonwealth of Virginia.

B. All notices to WBLP shall be sent by first class mail to WBLP at P.O. Box 40, Waynesboro, Virginia, with a copy to Leon P. Harris, 5379 Doe Run Road, Roanoke, Virginia 24014. All notices to SlocuMedia shall be sent by first class mail to SlocuMedia ~~Broadcasting~~, Inc., P. O. Box 105, Fishersville, Virginia, 22939.

C. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective successors, assigns, and personal representatives.

D. All exhibits hereto are incorporated herein.

E. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

F. Subsequent to the Closing Date, each party to this Agreement shall at the request of any other furnish, execute and deliver such documents as may reasonably be required to carry out the transactions contemplated hereunder.

G. Except as otherwise provided herein, each of the partners of WBLP executes this agreement as partners of WBLP and acknowledging the liability for the obligations of WBLP only so far as provided in the partnership agreement, and Scott Slocum executes this agreement as a guarantor of the obligations of SlocuMedia.

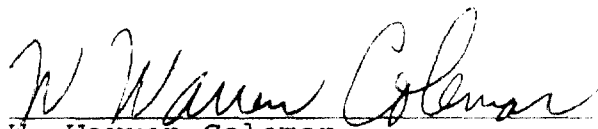
IN WITNESS WHEREOF, the parties hereto have caused their corporate names to be signed hereto and their corporate seals to be hereunto affixed by their proper officers, duly authorized, as of the date first above written.

WAYNESBORO BROADCASTING LIMITED
PARTNERSHIP

BY WZKT CORPORATION, its general
partner


By 

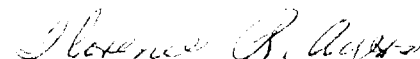
President


W. Warren Coleman


Mary A. Coleman


Kenneth D. Bowman


Nancy M. Bowman


Florence R. Ayers


Leon P. Harris

SLOCUMEDIA, INC.

By 

President

Scott Slocum

THIS LEASE AGREEMENT, dated for identification August 10, 1989, is by and between W. Warren Coleman and Mary A. Coleman, Kenneth D. Bowman and Nancy N. Bowman, Florence R. Ayers, ~~Dennis G. Royer and Barbara Royer~~, Leon P. Harris (collectively, the Landlord); and SlocuMedia ~~Broadcasting~~, Inc., a Virginia Corporation (the Tenant).

W I T N E S S E T H

That for and in consideration of these premises and the covenants, agreements, and undertakings hereinafter set forth, the Landlord does hereby lease unto the Tenant, and the Tenant hereby rents from the Landlord, certain property (the Premises) briefly known as 1304 Ivy Street, Waynesboro, Virginia, and more particularly described on Exhibit A which is attached hereto and made a part hereof, which Premises consist of a Building (the Building) and a Tower (the Tower) and a parcel of land on which the Tower is located (the Antenna Site).

1. Term: Except as otherwise provided herein, the term of this Lease shall continue for three (3) years (the Lease Term). For purposes of this Agreement, the first day of the Lease Term shall be referred to as Rental Commencement Date and shall coincide with the Closing Date for the Tenant's purchase of certain assets of Waynesboro Broadcasting Limited Partnership, a Virginia limited partnership (WBLP), pursuant to the terms and conditions of an agreement of even date herewith.

2. Rent: During the Lease Term, the Tenant shall pay the Landlord an annual rent equal to Twenty-four Thousand Dollars (\$24,000.00) for the Building at the rate of Two Thousand Dollars (\$2,000.00) per month and an annual rent equal Six Thousand Dollars (\$6,000.00) for the Tower and the Antenna Site at the rate of Five Hundred Dollars (\$500.00) per month.

3. Rent Payable: Tenant shall pay the monthly installments of rent as set forth in Section 2 above, in advance, to Landlord on or before the tenth day of each and every month during the Lease Term, except that rent shall be prorated and paid in advance from the Rental Commencement Date to the earlier of the tenth day of the month during which the Rental Commencement Date falls or to the tenth day of the first month immediately succeeding the Rental Commencement Date.

4. Option to Purchase: The Landlord grants to the Tenant an option to purchase the Premises at any time prior to the termination of this Lease. The Tenant may exercise its option by giving the Landlord notice, in writing, thirty days prior to the date on which the Tenant would demand conveyance of the Premises (the Conveyance Date), and the purchase price, payable in cash on the Conveyance Date, shall be equal to the current value of the Premises as determined by Blue Ridge Appraisal Company, which valuation shall be completed not later than the Closing Date as defined in that agreement, dated for identification August 10, 1989, by and between Waynesboro Broadcasting Limited Partnership, a Virginia Limited Partnership, and the Tenant.

5. Subordination: This Lease is subject and subordinate to all recorded deeds of trust which presently affect the Premises. In addition, subject to any lender's agreement that the Tenant may continue in possession for the remainder of the Lease Term for so long as the Tenant pays all rent when due and otherwise complies with the terms of the Lease, the Tenant agrees to subordinate this Lease to all deeds of trust and mortgages which hereafter affect the Premises, and to all renewals, modifications, consolidations, replacements, amendments and extensions of any deeds of trust and mortgages affecting the Premises.

In the event Landlord fails, neglects or refuses to pay any monies due and owing on or for the Premises or any property of which the Premises are a part, or any taxes, assessments or charges which are the obligation of the Landlord, the Tenant shall have the right, but not the obligation to apply monthly rental payments called for herein directly to the payment of any one or more of the foregoing items and the rent of Tenant shall be credited accordingly.

6. Eminent Domain:

A. If, during the Lease Term, the whole of the Premises shall be taken or condemned by any competent authority for any public use or purpose or conveyed in lien of such taking (collectively, Taken), this Lease shall terminate as of the date the Tenant shall be deprived of possession.

B. If, during the Lease Term, a part of the Premises shall be Taken, and the part Taken includes all or any portion of

the Building, the Tower, or such portion of the Antenna Site so as to make the Tower not usable by the Tenant in its location on the Antenna Site, the Tenant may, by giving notice to Landlord at least sixty (60) days prior thereto, elect to terminate this Lease as of the date when possession of the Premises (or the part) shall be Taken. In the event that Tenant shall fail to exercise the option to terminate this Lease, or in the event that a part of the Premises shall be Taken under circumstances under which the Tenant shall have no such option, then the Landlord shall, with reasonable promptness make necessary repairs to and alterations of the Building and the Tower for the purpose of restoring the same to an operational condition as nearly as possible to its condition prior to any portion of the Premises having been Taken. The rents provided herein shall abate or be appropriately adjusted during the period of demolition and restoration; and thereafter, the rents shall be reduced fairly and justly to reflect that part of the Premises has been Taken.

C. If any portion of the Premises shall be Taken, whether or not this Lease is terminated, the Landlord shall be entitled to the full award, but the Tenant shall have the right to prosecute any claim which it may have directly against the condemning authority in such condemnation proceedings for loss of business or depreciation to, damage to or cost of removal of or for the value of stock, equipment, trade fixtures, furniture and other personal property belonging to the Tenant and to receive any award therefore.

7. No Mechanics Liens: The Landlord and the Tenant covenant, each to the other, not to permit any lien to be filed against the Premises on account of non-payment or disputes with respect to labor or materials furnished in connection with repairs or modifications or additions to the Premises, nor shall the parties permit any judgment, lien or attachment to lien against the Premises. Should any lien of any nature, including the foregoing but not limited thereto, be filed against the Premises, the party from whose debt or alleged debt such lien arises, shall within thirty (30) days cause the lien to be removed

8. Assignment, Subletting: The Tenant may not assign this Lease or sublet the entire Premises without Landlord's consent, which consent will not be unreasonably withheld. The Tenant may however, sublet a portion or portions of the Premises only if any and all sublease agreements include this Lease by reference to it as controlling where applicable.

9. Signs: The Tenant shall have the right to erect, install, maintain and operate on the Premises such lawful equipment, fixtures and signs advertising the Tenant's business as the Tenant may deem advisable.

10. Default:

A. The happening of any of the following enumerated events shall constitute a default by the Tenant.

(a) Failure of the Tenant to pay any installment of rent promptly on the day when the same shall become due and

payable hereunder, and continuing to fail to pay for a period of thirty (30) days after written notice thereof by the Landlord;

(b) Failure of the Tenant to promptly keep and perform any other affirmative covenant of this Lease strictly in accordance with the terms of this Lease, which failure continues for a period of thirty (30) days after written notice thereof by the Landlord;

(c) To the extent permissible by applicable law, filing by Tenant of a petition for relief under any section of the Federal Bankruptcy Act or institution of any court proceedings to establish its insolvency (or if the same relief is filed or instituted against the Tenant and is not discharged within thirty days thereafter);

(d) Appointment of a receiver for the Tenant's business or property used in connection with the demised premises;

(e) Assignment by the Tenant for the benefit of its creditors;

B. Should the Landlord elect to take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may, from time to time without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Premises, and relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the Lease Term) and at such rent and upon such other terms and conditions

as the Landlord, in the exercise of its reasonable business judgment, may deem advisable. Upon each such reletting all rent received by the Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from the Tenant to the Landlord; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and of costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rent received from such reletting during any month be less than that to be paid during the month by the Tenant hereunder, the Tenant shall pay any such deficiency to the Landlord. Such deficiency shall be calculated and paid monthly. No such taking of possession of the Premises by the Landlord shall be construed as an election of its part to terminate this Lease unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, the Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Should the Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from the Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises, reasonable attorney's fees, and including the worth at the time of such termination of the excess, if any, of the amount of rent and

B. Except as otherwise provided in this Lease, the Tenant will make all ordinary and necessary repairs to the Premises during the term of this Lease and will, at the expiration or termination of this Lease (unless the Tenant exercises its option to purchase pursuant to Section 4), return the Premises to the Landlord in as good condition as when received by the Tenant on the commencement date of this Lease, ordinary wear and tear and damage by fire or other casualty excepted. The Tenant's repair and maintenance obligations include, but are not limited to, keeping in good running order the heating and cooling systems, water pipes, water, gas and electric fixtures; replacing all glass and plate glass broken during tenancy, unstopping all water fixtures which may become clogged and repairing all pipes and plumbing which may burst; and maintaining the Tower, the grounds and parking areas in good condition.

C. The Tenant will pay promptly all charges rendered for gas, water, electricity and other utilities used in connection with the Premises.

D. The Landlord will maintain the exterior of the Building, including the roof.

12. Remodeling: The Tenant may from time to time, at its own expense, and after first obtaining the Landlord's approval (which shall not be unreasonably withheld), alter, renovate or improve the Premises, provided same be performed in good and workmanlike manner, in accordance with accepted building prac-

tices and so as not to disfigure, weaken or impair the structure or substantially lessen the value of the Building.

13. Warranty of Title: Quiet Possession: The Landlord represents and covenants that it has fee simple title to the Premises that it has full right and authority to execute this Lease for the term and upon the conditions herein contained, and that the Tenant, on the performance of the terms and conditions of this Lease, shall and may peaceably and quietly have, hold and enjoy the Premises for the Lease Term.

14. Insurance and Fire:

A. The Tenant covenants to provide on or before the commencement of the Lease Term and to keep in force during the Lease Term, a comprehensive public liability policy of insurance protecting the Landlord and the Tenant against any liability for injury to persons and/or property occurring in, and on or about the Premises, and any appurtenances thereto, occasioned by reason of the occupancy of the Premises by the Tenant.

B. The Tenant agrees to carry such insurance in a solvent company licensed to do business in the State of Virginia in the amounts of at least One Million Dollars (\$1,000,000.00) in respect to any one accident, and Fifty Thousand Dollars (\$50,000.00) in respect to property damage and said insurance shall insure the Landlord and Tenant, as their interests may appear.

C. The Tenant agrees to carry insurance for fire and extended coverage and malicious mischief insurance on the

building contents for the insurable value thereof during the Lease Term.

D. The Landlord agrees to carry insurance for fire and extended coverage and malicious mischief insurance on the Premises, including alterations, replacements and subsequent improvements, which are the subject matter of this Lease for the insurable value thereof during the Lease Term.

E. If, during the Lease Term, or any extension or renewal hereof, the Premises shall be damaged by fire or other casualty, the Landlord shall repair the Premises with all reasonable diligence. If the Premises shall be damaged or destroyed by any hazard not coverable by fire insurance with extended coverage the Landlord shall have the option to cancel this Lease by giving written notice of such cancellation to the Tenant within sixty (60) days after the happening of such damage or destruction, but if such option shall not be exercised, then the Landlord, at its own expense, shall proceed with due diligence to repair or restore the building to the same condition as existed before such damage or destruction.

Then rent shall be abated pro rata in proportion to the decrease of the usefulness of the Premises to the Tenant so long as the Premises are untenable in whole or in part, for use and occupancy by the Tenant in its business by reason of repair or replacement thereof in accordance with the foregoing provisions of this Paragraph.

The Landlord and the Tenant do hereby mutually release and waive any and all rights of subrogation which would arise in favor of any of any insurance company insuring either the Landlord or the Tenant against loss by fire or other casualty resulting in damage to or destruction of the improvements on the Premises, and the Landlord and the Tenant further release each the other of and from any and all liability for any such loss or damage to said improvements occasioned by such fire or other casualty.

15. Short Form: The parties will at any time on the request of either one promptly execute duplicate originals of any instrument, in recordable form, which will constitute a short form of the Lease, setting forth a description of the Premises, the terms of this Lease and any other portion hereof, excepting the rental provisions, as either party may request.

16. Successors: This Lease shall bind the Landlord and the Tenant and their successors, heirs, assigns, administrators, legal representatives, executors and assigns, as the case may be.

17. Inspection: The Landlord shall have the right to enter the Premises during reasonable business hours in order to examine the same, to make such repairs or alterations as he shall desire for the safety or preservation of the Building (if Tenant fails or refuses to do so) or to exhibit the same to prospective purchasers, provided the same does not disturb the orderly conduct of business by the Tenant.

18. No Joint Venture: Any intention to create a joint venture or partnership relation between the parties is expressly disclaimed.

19. Heading and Pronouns: Headings or titles of the paragraphs and subparagraphs are inserted solely for convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construction or effect. Wherever the context may require, any gender or neuter may be substituted for the other and the plural for the singular.

20. Notice: Every notice, approval, consent or other communication authorized or required by this Lease shall be effective if given in writing and sent by United States Registered Mail or Certified Mail, Return Receipt Requested, with postage prepaid, and addressed directly to the Landlord where the last monthly rental was paid and to the Tenant at the Premises, or such other address as either party may designate by written notice, from time to time.

21. Save Harmless: The Tenant covenants to indemnify and save harmless the Landlord from claims arising from the conduct or management of any business done in or about the Premises during the Lease Term arising from any act or negligence of the Tenant or any of its agents, contractors, employees or servants.

22. Termination: The Landlord and the Tenant agree that, should the Tenant request to terminate this Lease as to either the Building or the Tower and Antenna Site, it may do so by

giving the Landlord notice 90 days prior to the date of termination.

WITNESS the following signatures and seals:

WZKT CORPORATION

By _____ (SEAL)

SLOCUMEDIA, INC.

By _____ (SEAL)

STATE OF VIRGINIA

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me in my jurisdiction aforesaid this _____ day of _____, 1989, by _____, duly authorized officer of WZKT CORPORATION.

My commission expires:

Notary Public

STATE OF VIRGINIA

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me in my jurisdiction aforesaid this _____ day of _____, 1989, by _____, duly authorized officer of SLOCUMEDIA, INC.

My commission expires:

Notary Public

Exhibit #3

Question #1, Section IV.

We will continue the nine weekly broadcasts of the "Valley Insight" program, in which local community leaders and prominent citizens are interviewed on issues and programs of local and regional interest.

We receive additional public input on programming and issues on our WZKT Comment-Line, which operates 24 hours daily.